

**MINUTES OF THE AUSA AUTUMN GENERAL MEETING HELD ON
WEDNESDAY 21 MARCH 2012 AT 1PM IN THE STUDENT UNION QUAD**

1. PRESENT:

PRESIDENT (CHAIR), AVP, EVP, TREASURER, CAO, CSO, EAO, MO, PISO (2), SF CHAIR, SO, TAMAKI REP, WRO, ASSOCIATION SECRETARY (GM) AND 200+ MEMBERS OF THE ASSOCIATION.

2. APOLOGIES:

NONE

3. ABSENT:

GRAFTON REP, IAO, ISO, MSO, WO.

4. MEETING OPENED: 1.06pm

5. MINUTES OF THE PREVIOUS MEETING:

CHAIR

G 1/12 THAT the Minutes of the Winter General Meeting held on Wednesday, 24 August 2011 be received and adopted as a true and correct record.

Carried

CHAIR

G 2/12 THAT the Minutes of the Special General Meeting held on Wednesday, 19 October 2011 be received and adopted as a true and accurate record.

Carried

6. HONORARY SOLICITOR APPOINTMENT

CHAIR

G 3/12 THAT Richard Hawk of Jackson Russell be appointed as the AUSA Honorary Solicitor.

Carried

7. AUDITORS APPOINTMENT

CHAIR

G 4/12 THAT Walker Wayland be appointed as the AUSA Auditors.

Carried

8. CONSTITUTIONAL CHANGES

DANIEL HAINES/ADEEL MALIK

G 5/12 THAT any changes to the Constitution passed at this General Meeting take immediate effect AND THAT power be delegated to the Secretary to correctly renumber the Constitution according to these changes and make any further spelling grammatical corrections as necessary.

Carried

Procedural Motion:

SAM DURBIN/CHANELLE LIM

G 6/12 THAT leave be granted to discuss the Fifth Schedule Constitutional changes as the last item of Constitutional Business.

Carried U

G 7/12 DANIEL HAINES/DANIEL WILLIAM
THAT the "Thirteenth Schedule – Grafton" be incorporated into the AUSA Constitution.

SCHEDULE - GRAFTON

Grafton Student's Executive

Any student enrolled in at least one paper at the University of Auckland's Grafton Campus is a Grafton Student

1. The Grafton Student's Executive (hereinafter referred to as to "GSE") shall consist of the following members:
 - i. The Chair of the GSE, who shall be the Auckland University Student's Association (hereinafter "AUSA") Grafton Representative.
 - ii. At least four members, who will be Grafton students, appointed to represent the differing courses studied at Grafton Campus. Appointment of these members shall be determined by AUSA policy.
 - iii. The Secretary, who shall be the appointed Grafton Manager, or in lieu of the appointed Grafton Manager, another member of the GSE who shall be appointed by the Chair.
2. Each member of the GSE is entitled to one vote, with the exception of the Secretary. The Secretary is a non-voting member and shall record the minutes of GSE meetings.
3. The GSE shall meet at least monthly during the academic year, whenever possible.
4. Quorum for the meeting shall consist of the Chair and at least three other members of the GSE.
5. The GSE is hereby given the following powers and duties:
 - i. To further the interests of Grafton students and secure the cooperation of the University in doing so.
 - ii. To liaise between Grafton students and the University.
 - iii. To provide liaison between the Executive of the AUSA (hereinafter called the "AUSA Executive") and Grafton students.
 - iv. To make recommendations to the AUSA Executive as to the financial needs for student affairs on Grafton Campus.
 - v. To represent student's interests at Grafton to the AUSA Executive.
 - vi. To provide support and advocacy for matters of concern to Grafton students regarding education, services, equity, facilities and development.
 - vii. To assist the development of clubs and societies, and promote AUSA cultural, sporting and social activities, at Grafton Campus.

Carried

G 8/12 DANIEL HAINES/CHRIS HAINES
THAT the "Fourteenth Schedule – Auckland University Pacific Island Students' Association" be incorporated into the AUSA Constitution.

FOURTEENTH SCHEDULE – AUCKLAND UNIVERSITY PACIFIC ISLAND STUDENTS' ASSOCIATION

MEMORANDUM OF UNDERSTANDING BETWEEN AUCKLAND UNIVERSITY STUDENTS' ASSOCIATION (AUSA) AND AUCKLAND UNIVERSITY PACIFIC ISLAND STUDENTS' ASSOCIATION (AUPISA)

Pacific Statement

Ko taku peu tupuna, ko toku ia taka'inga vaevae.
Ko e falanakiaga hoku Aga Faka-motu mo au.
'O la'u aganu'u, e iloa ai a'u.
Ko hoku 'ulungaanga faka-fonua 'oku ne tala hoku Tonga.
My culture identifies me.

AUPISA acknowledges that Pacific peoples have lived in Aotearoa New Zealand for more than a century. We have contributed significantly to the educational, political, social and cultural fabric of this society. Pacific peoples influence, and will continue to influence, the demographic pattern, socio-cultural features and overall educational health and wellbeing of New Zealand in the future as the population increases and ages (Finau and Tukuitonga 2000).

AUPISA supports its affiliated members and Pacific ethnic student associations at The University of Auckland from: the Cook Islands, Fiji, Niue, Samoa and Tonga. Although most groups have similarities, each has their own cultural beliefs, values, traditions, language, social structure and history. Moreover, within each group there are also sub-groups; for example, differentiating between those born or raised in New Zealand, those born or raised overseas and those who identify with multiple ethnicities.

AUPISA acknowledges there is no generic 'Pacific' person; however, there are Pacific peoples who align themselves variously, and at different times along ethnic, geographic, church, family, school, age/ gender, island-born/New Zealand born, occupational lines or a mix of ethnic groups. AUPISA supports that for the purposes of lobbying for, negotiating, advocating and representation, 'Pacific' is our selected umbrella group for all purposes of educational, political and social solidarity, achievement and success.

Purpose and Guiding Principles

1 (i) The Memorandum of Understanding (MOU) formalises the relationship between the Parties, and seeks to allow the Parties to act in good faith towards each other for their mutual benefit and advancement.

(ii) Auckland University Students' Association (AUSA) and Auckland University Pacific Island Student Association (AUPISA) recognises the value of TeTiriti o Waitangi (The Treaty of Waitangi) as a founding document of Aotearoa/New Zealand. We respect the value te Tiriti o Waitangi brings to our New Zealand culture and we acknowledge the foundation it has built for us in our New Zealand Society.

(iii) The Memorandum seeks to advance the interests, support the achievements and enhance the experiences of all students at the University of Auckland.

(iv) The Memorandum seeks to ensure the interests of Pacific students are represented and advanced within the University and wider community.

Recognition

2. (i) AUPISA recognises AUSA as the representative body for all students at the University, responsible for acting in the best interests of all students.

(ii) AUSA recognises AUPISA as a representative body for Pacific students at the University, responsible for acting in the best interests of Pacific students.

(iii) AUSA recognises AUPISA as an independent and equivalent body, exercising cultural democracy, cultural equality, cultural integrity over with Pacific student interests within its respective domain, and operating according to Pacific principles and philosophies recognising diverse Pacific interests.

(iv) AUPISA acknowledges that AUSA is a charitable incorporated society, and its duty is to act in a manner that is consistent with its Rules and its charitable objects.

(v) Both Parties recognise their responsibility not to interfere in the operations of the other Party without undue cause. Both Parties reserve the right to respectfully dialogue about common issues of concern with the other Party.

Co-operative Activities

3. (i) Both Parties will endeavour to give due consideration to all reasonable opportunities for co-operation and collaboration on mutually advantageous ventures, through the provision of support as deemed reasonable by the Parties.

(ii) AUSA undertakes to work collaboratively with AUPISA to provide a culturally appropriate and supportive environment for Pacific students.

(iii) AUPISA undertakes to act as a broker, intermediary and/or as a consultant for its members with regard to recognition and implementation of Pacific principles, practices and protocols in the policy, events and services provided by AUSA.

(iv) AUPISA undertakes to be available to consult on matters of Pacific principles, practices and protocols where requested, negotiated and agreed with AUSA. Where AUPISA may not possess the resources to assist AUSA directly, AUPISA shall assist AUSA by identifying and referring appropriate external resources.

(v) Each Party may request assistance from the other on all matters, and where possible the other Party shall endeavour to provide advice and/or assistance, as discussed, negotiated and agreed.

(vi) Both Parties recognise that opportunities exist for the representation of the other Party's interests in national and specific fora. Both Parties shall endeavour to ensure that the interest of the other Party is represented, as is appropriate in the circumstances. This may include, but is not limited to: requesting the other Party provide a representative, requesting submissions on the matters of the forum, verbal discussions, or other means as appropriate in the circumstances.

(vii) AUSA shall ensure that where possible, AUPISA interests are represented at a national level; and shall endeavour that whenever appropriate, AUPISA is invited to have one or more representatives at the following national fora: New Zealand Union of Students' Association (NZUSA) and University Sport New Zealand (USNZ).

(viii) AUSA shall endeavour to support AUPISA in securing representation on the University Council through a third student representative position.

(ix) AUSA and AUPISA shall work jointly on campaigns for barrier free, publicly funded tertiary education.

(x) AUSA shall lobby the Craccum Administration Board to secure space for/by Pacific content in Craccum; and AUSA shall lobby other media where relevant, to secure space for/by Pacific content.

Consultation

4, (i) In the spirit of partnership and good faith, the Parties commit to formal and informal notification and consultation processes.

(ii) AUSA shall, to the best of its ability, notify and consult AUPISA on all matters that affect Pacific student interests, the interests of AUPISA as an organisation, matters specifically agreed upon by the Parties, and all other reasonable matters that affect AUPISA.

(iii) AUPISA will, to the best of its ability, notify and consult AUSA on matters that affect wider student interests, the interests of AUSA as an organisation, matters specifically agreed upon by the Parties, and all other reasonable matters which affect AUSA.

(iv) In the spirit of partnership, AUPISA acknowledges an obligation to keep AUSA fully informed of its ongoing affairs, and ensure that AUSA has opportunity to represent its interests in respect of AUPISA services and initiatives.

(v) Quarterly gathering

(a) Formal consultation will be effected by quarterly gathering between the Presidents and/or nominated representatives of both Parties.

(b) The purpose of the gathering is to:

- openly discuss and review the relationship between the parties;
- activities conducted and proposed which affect the interests of either party;
- opportunities for collaboration on campaigns and ventures (joint or independent);
- issues arising within the University or wider community which affect the interests of either Party; and/or
- matters agreed upon by the Parties.

(c) The Parties shall give due consideration and weight to the concerns, submissions and representations of the other Party, and at all times, act in good faith and respectfully toward the other.

(d) An annual fono of the members of both Executives, and/or other invited persons, may also be held as soon as reasonably possible after the election of both Executives. This fono would aim to provide AUSA with an understanding of AUPISA activities, the relationship between AUSA and AUPISA, and where appropriate, identify particular policies, events, and services provided by AUSA by either Party which may raise any concerns.

(vi) Pacific Islands Students Officer(s) (PISO)

(a) The position of Pacific Islands Students Officer(s) is elected by the Pacific Island student body at the University of Auckland.

(b) The Pacific Islands Students Officer(s) will be responsible for representing the interests of AUPISA in the conduct, operation and affairs of the AUSA. The Pacific Islands Students Officer(s) shall act as the agent for AUPISA, and their verbal and written communications will represent the formal position of AUPISA on particular matters.

(c) The Pacific Islands Students Officer(s) will also act as a conduit of information, by submitting information on AUPISA to AUSA, and conveying AUSA information back to AUPISA. In the case where the Pacific Islands Students Officer(s) feel that a motion brought to the AUSA table directly affects the Pacific island Student Body of the University of Auckland, AUSA respects the right of the Pacific Islands Students Officers to table the motion at the AUSA executive meeting to allow the officers to refer such matters back to Auckland University Pacific Island Students Association executive for consultation.

(d) The Pacific Islands Students Officer(s) have full speaking and voting rights on the AUSA Executive, consistent with the AUSA Constitution.

(e) AUPISA shall reciprocate the good faith of AUSA in granting AUPISA speaking and voting rights at AUSA Executive meetings, by granting similar privileges to AUSA at AUPISA Executive meetings.

Facilities

5. (i) Both Parties agree to make available to the other Party such facilities as are reasonably necessary for the agreement between the Parties to be effective, or as reasonably requested for independent and joint ventures, where it is possible to do so.

(ii) AUSA agrees to grant AUPISA the area of Level 4 of the Student Union Buildings designated 'Ō Lagi Atea Moana Cultural Space' as an appropriate cultural space in order to provide agreed services and advance the interests of Pacific students. The 'Ō Lagi Atea Moana Cultural Space' will be governed by AUPISA and its usage will be for, though not exclusively limited to, Pacific students.

iii) Administrative support shall be provided, which includes but is not limited to: access to the University computer networks, telephones or when reasonably requested the provision of photocopying facilities;

and administrative and operational assistance as negotiated by the Parties. AUPISA shall be responsible for paying the costs of usage of these services.

(iv) AUPISA and affiliated bodies to AUPISA shall be granted the same privileges of booking and using AUSA rooms and facilities as AUSA affiliated clubs and societies.

(v) All intellectual and tangible property of AUPISA, held in the space agreed by AUSA, remains the property of AUPISA.

(vi) In the event that membership of AUSA returns to being universal/compulsory, AUSA commits to funding at least one full time staff member of AUPISA.

Dispute Resolution

6 (i) In the event of a dispute arising between AUSA and AUPISA as to the terms of the Memorandum, or any other dispute within the spirit of the Memorandum, both Parties shall act in good faith and seek to resolve the dispute appropriately and expediently. If either Party is unable to reach a resolution, it is recommended that the dispute shall be referred to an independent mediator, as negotiated between the Parties.

(ii) At all times during a dispute resolution process, both Parties agree to respect the interests of the other Party, maintain appropriate confidentiality, and undertake not to act in a manner which would unduly prejudice the interests of the other Party.

Termination, Alteration and Review of Memorandum

7. (i) The Memorandum and the obligations and responsibilities contained within it shall commence on the date of signing by both AUSA and AUPISA.

(ii) The Memorandum shall remain in force for an indefinite period of time; as the purpose of this MOU is to maintain a long-term relationship between AUSA and AUPISA, annual ratification is not required.

(iii) The Memorandum may be altered, amended or substituted by the written agreement of both Parties, at any time whilst the Memorandum is in force.

(iv) The Memorandum of Understanding shall not terminate upon breach of its terms by either AUSA or AUPISA; not unless neither Party cannot respectfully negotiate towards the agreed terms of their mutual arrangement.

(v) The Parties shall review the Memorandum annually through the quarterly gathering or special gathering convened between the Presidents and/or nominated representatives of both Parties. Matters under review shall include, but are not limited to:

- a review of the activities and relationship of the preceding year;
- independent and joint interests of preceding and future years;
- strategies to advance the best interests of, and partnership between, the Parties;
- opportunities for co-operation and collaboration;
- representation of the other Party's interests in appropriate forums;
- the content of the Memorandum; and
- other matters as agreed by the Parties.

(vi) In the event of either Party being wound up under the provisions of their Constitutions, or becoming insolvent, the Memorandum is deemed to be terminated.

Signed:

ARENA WILLIAMS
AUSA President 2012

TAMM KINGI
AUPISA/co-Presidents 2012

Carried

DANIEL HAINES/ANTONIA VERSTAPPEN

THAT Rules 52 "Powers and Functions of the Student Forum" and Rules 53-57 (inclusive) "Affiliated Bodies" be rescinded AND THAT the updated Rules 52 "Powers and Functions of the Student Forum" and Rules 53-64 (inclusive) "Affiliated Bodies" be incorporated into the AUSA Constitution.

POWERS AND FUNCTIONS OF THE STUDENT FORUM

- 52. (i) The Student Forum shall act as a channel for student issues and concerns, may consider and pass resolutions on any matter raised by any member, and make recommendations to the Executive accordingly.
- (ii) The Student Forum may consider matters arising from the previous Executive Meetings and have power to recommit such matters to the Executive.
- (iii) The Student Forum will be responsible for the affiliation of clubs and societies.
- (iv) The Student Forum may delegate a sub-committee to investigate and report on any matter.

AFFILIATED BODIES

- 53. (i) With the exception of Faculty Associations, which shall be recognised as catering to the needs of their student members, no body or group of students shall be capable of receiving a grant from Association funds unless and until such body or group shall have formed a body affiliated in accordance with the provisions herein contained.
 - (ii) Any Club, Society or other body may apply for affiliation by giving notice to the Secretary or nominee of the Secretary.
 - (iii) Subject to these Rules the Student Forum may in its discretion grant affiliation to any such body upon such terms and conditions as to any matters as it may think fit.
 - (iv) (a) Any affiliation granted by the Student Forum shall, unless the Student Forum in any case otherwise determine, expire, lapse, and become void on the first day of May in the Financial Year next following the Financial Year in which such affiliation was granted.
 - (b) Student Forum may grant a new affiliation or a re-affiliation to any such body with or without the application of such body and such new affiliation or re-affiliation shall be subject to the same terms and conditions as the original or expired affiliation or any such other terms as the Student Forum may deem fit.
- 54. (i) Every affiliated body –
 - (a) Shall have its membership open to all members of the Association and shall have at least 70% of its membership as students of the University of Auckland
 - (b) Shall have at least two of its three officeholders as members of the University of Auckland.
 - (c) The Student Forum may waive the requirements in Rules 54 (i)(a) and 54 (i)(b) in the case of any particular body where it is of the opinion that such waiver is necessary or desirable for the proper functioning of such body.
 - (ii) (a) Every new affiliated body shall have as member's no less than ten (10) members of the Association who are students and the affiliation of any such body which does not or which ceases to comply with this Rule shall lapse and be void.
 - (b) Every affiliated body applying for re-affiliation shall have as member's no less than ten (10) members (including at least seven members of the Association) who are students and the affiliation of any such body which does not or which ceases to comply with this Rule shall lapse and be void.
 - (c) Student Forum may waive the requirements in Rules 54(ii)(a) and 54 (ii)(b) in the case of any particular body where it is of the opinion that such waiver is necessary or desirable for the proper functioning of such body.

55. For the purposes of the next succeeding Rule

"Executive" means the "Executive Committee of the Auckland University Students' Association (Incorporated)"

"Committee" means "The Committee or other governing body of the affiliated body".

"Body" means and includes "any club, society, association or other body affiliated to the Association".

56. The Rules of the Body shall be subject in all respects to the Rules of the Auckland University Students' Association (Incorporated) and shall be void and of no effect to the extent of their conflict with those Rules.
57. The Body and its members present and future shall be deemed to submit to and be bound by the Rules of the Association and every such Body and all such members shall be so bound in all respects.
58. Affiliation to the Association shall not limit or affect the rights and powers of the Association, or any committee of the Executive, the Student Forum, or any committee of the Student Forum, in respect of any matter or thing mentioned or included in the objects, name, or Rules of the Body.
59. The Treasurer of the Association shall at all times be permitted and entitled to inspect the books, papers, and accounts of the Body and shall be deemed to be Auditor of the Body unless the Body elect in General Meeting an Auditor.
60. The body shall no later than 7 days after its AGM furnish to the secretary a copy of its report and a duly audited statement of accounts for the preceding year and a list of its officers for the then current year, except that the provisions of this clause shall not apply to any club or society that is an incorporated society or a charity registered with the Charities Commission or such other body established in its place.
61. The Body shall submit to the Secretary notice of its Annual General Meeting at least seven days before the meeting is held.
62. Any term or condition imposed on the Body by the Executive, Student Forum or General Meeting whether upon affiliation or in regard to affiliation or otherwise shall be binding on the Body whether consented to by the Body or not.
63. The Association shall not be responsible for any liabilities contracted or incurred by the Body without the authority in writing of the Secretary of the Association in accordance with the resolution passed by the Executive. Should any liability be contracted or incurred by the Body without such authority, the liability shall rest solely with the person or persons responsible for the same.
64. A Special General Meeting duly convened for the purpose may disallow any affiliation granted under these rules. It may also vary the terms and alter any such variation of the terms.

Carried

DANIEL HAINES/CHRIS HAINES

G 10/12 THAT the "Fifth Schedule to the Constitution relating to Clubs and Sports Grants be repealed and replaced by the following:

FIFTH SCHEDULE – CLUBS AND SOCIETIES SUPPORT FUND

1. Clubs and Societies and other approved entities (bodies) wishing to apply for grants may make application to a committee to be established by agreement between the University of Auckland and AUSA to be known as The Clubs and Societies Grants Committee (CSGC) (or such other committee or body which may be formed to replace it).
2. The applications shall be made in the manner from time to time prescribed by the CSGC and grants may be made from a fund agreed to from time to time by AUSA and the University of Auckland (the agreed fund).
3. Applications to the CSGC may be made by bodies whether or not affiliated to AUSA pursuant to the provisions relating to affiliation in the Constitution, but no payment of any grant may be made until such body has gained affiliation in terms of the relevant provisions.
4. Executive may in its discretion authorise payment of a grant to any affiliated body of such sum and upon such terms as it may deem fit, provided that any grant so authorised shall not be paid from the agreed fund.

Carried

9. GENERAL BUSINESS

MARTIN PEAT/SAM DURBIN

G 11/12 THAT AUSA and the University conduct proper consultation with clubs prior to the changing of the Grants Process.

Carried

SAM DURBIN/LEVI JOULE

G 12/12 THAT AUSA affirms its independence and its commitment to Student Control of Student Affairs, and condemns the University for its underhanded and coercive tactics in forcing changes to the AUSA Constitution AND THAT the Executive communicate the will of the students' in this regard to the University.
Carried

10. MEETING CLOSED: 1.23pm

Signed as a true and correct record

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Arena Williams, President, CHAIR